

## **PERSONNEL ADMINISTRATIVE INSTRUCTIONS**

Subject: Alternate Workplace Program

### **I. GENERAL:**

This instruction establishes the guidelines for the administration of the alternate workplace program which is defined as working at an alternate workplace other than a City of Hampton facility. Participation is by mutual decision except where management requires a position to be in the alternate workplace program. The alternate workplace program is a method that may be approved to accomplish the City of Hampton's mission. Alternate workplace program employees are bound by the City of Hampton standards of conduct and all other personnel and departmental policies and procedures while working at the alternate workplace. Orientation to the alternate workplace program shall include policies, procedures, lines of communication, schedule and expectations.

### **II. ISSUES TO CONSIDER:**

The types of jobs conducive to the alternate workplace program are portable tasks that can be performed away from a City facility. It is in management's sole discretion to determine which specific tasks are adaptable to the alternate workplace program. Other factors to consider include, but are not limited to, the employee's skills, work history and attendance. The successful alternate workplace program employee is a disciplined, conscientious self starter who requires minimal supervision. The supervisor/manager must be able to evaluate productivity by factors other than direct oversight (e.g. outcomes, management by objectives, accessibility and customer feedback).

The advantages to the employee include commuting savings of both cost and time and, in some cases, the freedom to perform work on a more flexible schedule. Employer advantages include less City of Hampton facility space needed, increased morale and the potential for increased productivity. There are environmental advantages to be considered as well. The alternate workplace program is not a substitute for child or other dependent care. If children or adults in need of primary care are in the home during the employee's at home working hours, alternate arrangements must be made to provide the primary care.

### **III. ELIGIBILITY CRITERIA AND PERFORMANCE MANAGEMENT:**

Performance management will be performed as usual with objectives, deadlines and reports of progress on projects. Management may alter or cancel an employee's participation in the program if the employee's performance declines or if the alternate workplace arrangement is detrimental to the City of Hampton or department needs.

### **IV. ALTERNATE WORKPLACE:**

The City of Hampton does not normally pay for any home related operating expenses, home maintenance or any other incidental costs that are associated with the use of the employee's home as an alternate workplace (e.g. utilities). The alternate workplace must be an adequate place to work, free from interruptions with security and protection for City of Hampton property. The employee is responsible for addressing alternate workplace design issues such as safe working and walking surfaces, electrical safety and workstations. Upon reasonable notice, the alternate workplace program employee will permit City of Hampton representatives to inspect the alternative workplace during the

employee's scheduled work hours for reasons to include, but not be limited to, ensuring proper maintenance of City of Hampton-owned property and conformance with safety standards. Approval to work at a site other than that listed on the alternate workplace program agreement must be pre-approved by management. Equipment and supply needs will be addressed on an individual basis and will be determined at the discretion of management.

V. WORK SCHEDULE:

The work schedule shall be agreed upon by the alternate workplace program employee and their supervisor/manager. Employees are normally required to spend part of the workweek in a City facility to promote communication and effective use of resources. The alternate workplace program employees shall be accessible to their customers during the agreed upon work schedule. Standard policies and procedures apply for authorization, approval, accrual and use of time including, but not limited to, leave, overtime, holidays and compensatory time.

VI. LIABILITY AND WORKERS' COMPENSATION:

The City of Hampton will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate workplace. The employee understands they are covered by workers' compensation for injuries arising out of and in the course of actually performing duties for the City of Hampton or at the alternate workplace. The employee is responsible to notify the supervisor/manager immediately of any accident or injury that occurs at an alternate workplace and to complete any required forms.

VII. OTHER ACTION:

This policy is not meant for employees who may work at an alternate workplace occasionally under special circumstances such as special reports and projects where the tasks are most effectively completed off site. These employees should continue to work on a case by case basis with their supervisor/manager to make the necessary arrangements.

## ALTERNATE WORKPLACE PROGRAM AGREEMENT

This is a suggested format for the alternate workplace program agreement and some items may not be applicable (e.g. work schedule) in all cases.

### General

The employee volunteers to participate in the alternate workplace program (except where management has determined that the position shall be in the alternate workplace program) and to follow the applicable policies and procedures. The standards of conduct and all other personnel and departmental policies and procedures are in effect while working at the alternate workplace. The employee agrees to protect the security and integrity of data and records.

### Alternate Workplace

The employee agrees to provide a work area adequate for performance of official duties and to practice the same safety habits as they would in the City of Hampton's usual work site. The employee understands that the City of Hampton will not be responsible for any operating costs, home maintenance or any other incidental costs that are associated with the use of the employee's home as an alternate workplace. Approval to work at a site other than that listed on this agreement must be pre-approved by management. Upon reasonable notice, the alternate workplace program employee will permit City of Hampton representatives to inspect the alternate workplace during the employee's scheduled work hours for reasons to include, but not be limited to, ensuring proper maintenance of City of Hampton-owned property and conformance with safety standards. Equipment and supply needs will be addressed on an individual basis and will be determined at the discretion of management.

### Work Schedule

The supervisor/manager and the employee agree the employee's official work schedule to be \_\_\_\_\_ at location \_\_\_\_\_. Management reserves the right to alter the employee's established work schedule to accommodate work demands or for any other purpose. The employee will meet with the supervisor/manager or others as necessary in order to perform assigned duties or to fulfill organizational requirements. The alternate workplace program employees shall be accessible to their customers. Standard policies and procedures apply for authorization, approval, accrual and use of time including, but not limited to, leave, overtime, holidays and compensatory time.

### Liability and Workers' Compensation

The employee understands that the City of Hampton will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate workplace. The employee understands that the employee remains liable for injuries to third persons and/or members of employee's family on employee's premises. The employee agrees to defend, indemnify and hold harmless the City of Hampton, its affiliates, employees, contractors and agents from and against all claims, demands or liability resulting from or arising in connection with any injury to persons or damage to property, caused directly or indirectly, by the services provided hereunder by employee or by employee's willful misconduct or negligent acts or omissions in the performance of the employee's duties and obligations under this agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the City of Hampton.

The employee understands they are covered by workers' compensation for injuries arising out of and in the course of actually performing duties for the City of Hampton or at the alternate workplace. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at an alternate workplace and to complete any required forms.

#### Work Assignments/Performance

The employee agrees to complete all work according to procedures mutually agreed upon by the employee and the supervisor/manager and according to established guidelines and standards. The employee agrees to provide regular reports if required by the supervisor/manager to help evaluate performance. The employee understands that a decline in performance may be grounds for altering or canceling the alternate workplace arrangement.

#### Cancellation

The employee or the supervisor/manager may cancel the alternate workplace program arrangement at any time for any reason except where management requires a position to be in the alternate workplace program. The termination of this agreement shall be communicated in writing with reasonable notice from the supervisor/manager or the employee.

#### Statement of Understanding

The employee and the supervisor/manager have received, read and understand the personnel administrative instruction on the alternate workplace program and agree to abide by the terms of the arrangement. The employee and the supervisor/manager have been oriented to the alternate workplace program to include its policies, procedures and expectations. I affirm by my signature below that I have read this agreement and understand its subject matter. I voluntarily accept the obligation imposed on me by this agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative

\_\_\_\_\_  
Date

cc: Human Resources Personnel Record